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15 Attorneys for Plaintiff  
ERIK RUDOLPH  
16

17 **UNITED STATES DISTRICT COURT**  
18 **EASTERN DISTRICT OF CALIFORNIA**

19 ERIK RUDOLPH, an individual,

20 Plaintiff,

21 v.

22 HERC RENTALS, INC., a Delaware  
Corporation; and DOES 1-50, inclusive,

23 Defendant.  
24  
25  
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Case No. 2:21-CV-02304-KJM-KJN

**JOINT CASE MANAGEMENT  
STATEMENT; ORDER**

The parties to the above-entitled action jointly submit this JOINT CASE MANAGEMENT STATEMENT pursuant to the Rule 16 of the Federal Rules of Civil Procedure and Local Rule 240.

Plaintiff ERIK RUDOLPH (“Plaintiff”) and Defendant HERC RENTALS, INC. (“Herc” or “Defendant”) (collectively, the “Parties”) hereby submit this Joint Case Management Statement:

**I. NATURE OF THE CASE**

**A. Attorneys of Record**

Plaintiff is represented by: Michael R. Crosner  
Zachary M. Crosner  
Blake R. Jones  
Jonathan Stilz  
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Defendant is represented by: Katherine A. Manuel  
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**B. Basis for Federal Jurisdiction and Venue**

Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, diversity jurisdiction. This case is properly venued in the Eastern District of California, as the purported events giving rise to Plaintiff’s Complaint occurred in this district.

**C. Describe the Nature of the Claims Asserted in the Complaint and Any Counterclaims**

Plaintiff alleges claims for disability discrimination, failure to accommodate, failure to engage in the interactive process, and retaliation in violation of the California Fair Employment and

1 Housing Act (“FEHA”), violation of the California Family Rights Act (“CFRA”), and wrongful  
2 termination in violation of public policy. Specifically, Plaintiff, a former transport driver, claims  
3 Defendant unlawfully terminated him after he had a bathroom emergency and injured his back in the  
4 process. Defendant denies Plaintiff’s allegations.

5  
6 **D. Statement of the Major Legal and Factual Issues**

7 Plaintiff maintains the material factual and legal issues in this case include: (1) whether  
8 Defendant’s proffered reason for Plaintiff’s termination was pretext for discrimination and  
9 retaliation; (2) whether Plaintiff’s alleged actions prior to his termination violated any applicable  
10 laws or regulations; (3) whether Plaintiff’s alleged actions prior to his termination violated any of  
11 Defendant’s policies in effect; (4) whether Plaintiff’s alleged actions prior to his termination are  
12 subject to discipline; (5) whether Plaintiff’s alleged actions prior to his termination are excused by  
13 mitigating circumstances; (6) whether Defendant’s termination of Plaintiff was substantially  
14 motivated by Defendant’s discriminatory animus towards Plaintiff and his disability; (7) whether  
15 Defendant’s termination of Plaintiff was in retaliation for Plaintiff’s request for an accommodation  
16 for his disability; (8) whether Defendant’s termination of Plaintiff was in retaliation for Plaintiff’s  
17 intent to file a workers compensation claim related to his workplace injury; (9) whether Defendant  
18 failed to engage in the interactive process with Plaintiff regarding Plaintiff’s request for an  
19 accommodation; (10) whether Defendant failed to accommodate Plaintiff’s disability; (11) whether  
20 Defendant violated any of Plaintiff’s rights under the California Family Rights Act; (12) whether  
21 Defendant’s termination of Plaintiff violated public policy; (13) the amount and extent of Plaintiff’s  
22 damages; and (14) whether Plaintiff’s damages were caused by the actions of Defendant.

25 Defendant maintains the material legal issues in this case include: (1) whether Plaintiff was  
26 a qualified individual with a disability; (2) whether a reasonable accommodation was available to  
27 Plaintiff; (3) whether Defendant failed to accommodate Plaintiff’s alleged disability; (4) whether  
28 Plaintiff’s alleged disability played a part in any action taken by Defendant which materially affected

1 the terms and conditions of Plaintiff's employment; (5) whether Plaintiff engaged in protected  
2 activity; (6) whether Plaintiff's alleged protected activity was the cause of any action by Defendant;  
3 (7) whether Defendant had legitimate, non-discriminatory, non-retaliatory reasons for its actions  
4 relating to Plaintiff; (8) whether Plaintiff can establish Defendant violated any of his rights under the  
5 California Family Rights Act or the California Fair Employment Housing Act; (9) whether Plaintiff  
6 can establish Defendant violated public policy in terminating his employment; (10) whether Plaintiff  
7 is entitled to damages; and (11) whether Plaintiff has mitigated his alleged damages. Defendant  
8 asserts there are no material issues of fact in this case and, thus, the Court should dismiss this case  
9 at summary judgment.  
10

11 **E. Status of Service and Joinder of Additional Parties**

12 All parties have been served. Defendant filed its responsive pleading and removed this matter  
13 from the Superior Court for the County of Sacramento on December 14, 2021. (ECF No. 001; ECF  
14 No. 001-2.) The Parties do not anticipate the joinder of any additional parties.  
15

16 **II. CASE PLAN AND TRIAL**

17 **A. Contemplated Amendments to the Pleadings**

18 The Parties do not anticipate any amendments to the pleadings, but if the Parties uncover  
19 information that requires any amendments, the party requesting the amendment shall file a motion  
20 pursuant to Federal Rule of Civil Procedure 15(a).  
21

22 **B. Anticipated Discovery and Motion Practice**

23 **1. General Type of Discovery Needed**

24 The Parties will seek both written and oral discovery, including electronic discovery.

25 **2. Initial Disclosures**

26 The Parties agreed to exchange initial disclosures pursuant to Federal Rule 26(a)(1) on April  
27 4, 2022.  
28

1                   **3. Fact Discovery**

2           The Parties propose a fact discovery deadline of **October 31, 2022**.

3                   **4. Expert Discovery**

4           The Parties propose that the Court defer expert discovery relevant to damages until it becomes  
5 necessary for hearing or trial.  
6

7                   **5. Dispositive Motions**

8           The Parties propose a dispositive motion hearing deadline of at least **60 days after** the fact  
9 discovery deadline set by the Court. If the Court sets October 31, 2022 as the fact discovery deadline,  
10 the Parties propose a dispositive motion hearing deadline of **February 15, 2023** (in light of the  
11 required briefing schedule per the Local Rules and the holidays).  
12

13                   **C. Trial**

14           The Parties anticipate that they will be ready for trial within 90 days following receipt of the  
15 Court's ruling on all dispositive motions filed. The parties expect the trial to last **3-5 days**.

16                   **III. CONSENT TO PROCEED BEFORE A MAGISTRATE JUDGE**

17           Counsel for the Parties have advised their respective clients that this action may proceed  
18 before a Magistrate Judge if the Parties consent unanimously. The Parties do not unanimously  
19 consent to proceed before the Magistrate Judge.  
20

21                   **IV. STATUS OF SETTLEMENT DISCUSSIONS**

22           The Parties previously engaged in settlement discussions that were not fruitful. Plaintiff  
23 intends to make an updated settlement proposal to Defendant following the completion of written  
24 discovery and depositions.  
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1 DATED: April 1, 2022

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

2  
3  
4 By: /s/ Katherine A. Manuel  
KATHERINE A. MANUEL  
BENJAMIN A. MAINS

6 Attorneys for Defendant  
7 HERC RENTALS, INC.

8 DATED: April 1, 2022

CROSNER LEGAL, PC

10  
11 By: /s/ Jonathan Stilz (as authorized on 4/1/2022)  
Michael R. Crosner  
12 Zachary M. Crosner  
13 Blake R. Jones  
Jonathan Stilz

14 Attorneys for Plaintiff  
15 ERIK RUDOLPH  
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**CASE MANAGEMENT ORDER**

The above JOINT CASE MANAGEMENT STATEMENT is approved as the Case Management Order for this case and all parties shall comply with its provisions. In addition, the Court makes the further orders stated below:

1. The fact discovery deadline is October 31, 2022.
2. All dispositive motions must be fully briefed pursuant to the Local Rules and heard by the Court by February 17, 2023.

IT IS SO ORDERED.

DATED: April 7, 2022.

  
CHIEF UNITED STATES DISTRICT JUDGE